

**SO ORDERED.**



1 **TIFFANY & BOSCO**  
2 P.A.  
3 **2525 EAST CAMELBACK ROAD**  
4 **SUITE 300**  
5 **PHOENIX, ARIZONA 85016**  
6 **TELEPHONE: (602) 255-6000**  
7 **FACSIMILE: (602) 255-0192**

Dated: September 07, 2010



**REDFIELD T. BAUM, SR**  
**U.S. Bankruptcy Judge**

6 Mark S. Bosco  
7 State Bar No. 010167  
Leonard J. McDonald  
8 State Bar No. 014228  
Attorneys for Movant

9 10-21371

10 **IN THE UNITED STATES BANKRUPTCY COURT**  
11 **FOR THE DISTRICT OF ARIZONA**

12 IN RE:

No. 2:10-BK-23413-RTB

13 Darrell L. Hesher and Roseann Hesher  
14 Debtors.

Chapter 7

15 Bank of America, NA  
16 Movant,

ORDER

17 vs.

(Related to Docket #9)

18 Darrell L. Hesher and Roseann Hesher, Debtors, S.  
19 William Manera, Trustee.

20 Respondents.

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22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed  
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,  
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

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1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated March 1, 2007 and recorded in the office of the  
3 Maricopa County Recorder wherein Bank of America, NA is the current beneficiary and Darrell L.  
4 Hesher and Roseann Hesher have an interest in, further described as:

5 THE WEST 159.00 FEET OF THE SOCTHEAST QUARTER OF TI-IE Sm)"n-IWEST  
6 QUARTER OF THE SOUTI-IEAST QCARTER OF THE SOUTHWEST QUARTER OF  
7 SECTION 22, TOWNSHIP 5 NORTH. RANGE 4 EAST OF TI-IE GILA AND SALT RIVER  
8 BASE AND MERIDIAN. MARICOPA COUNTY, ARIZONA;  
9 EXCEPT ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN THE PATENT OF  
10 SAID LAND;

11 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
17 to which the Debtor may convert.

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